

STATE OF IOWA
DEPARTMENT OF COMMERCE
UTILITIES BOARD

IN RE: BRANDON BRUCE, Petitioner, v. MIDAMERICAN ENERGY COMPANY, Respondent.	DOCKET NO. FCU-03-8 (C-02-287)
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**ORDER ESTABLISHING ISSUES ON APPEAL AND
SETTING DATE FOR FILING BRIEFS**

(Issued June 12, 2003)

On August 22, 2002, Brandon Bruce filed an informal complaint with the Utilities Board (Board) alleging that MidAmerican Energy Company (MidAmerican) did not follow Board rules with respect to a service line extension to Mr. Bruce's new home south of Milo, Iowa. On November 15, 2002, Board staff issued a proposed resolution of the informal complaint finding that MidAmerican had followed its tariffs. On December 3, 2002, Mr. Bruce requested a formal complaint proceeding.

On January 15, 2003, the Board issued an order docketing the formal complaint and assigning the proceeding to a presiding officer. The presiding officer issued a "Proposed Decision and Order" on May 15, 2003. Subrule 199 IAC 7.8(2)

requires that appeals from the proposed decision of the presiding officer be filed within 15 days of the date the decision is issued.

On May 30, 2003, the Consumer Advocate Division of the Department of Justice (Consumer Advocate), Mr. Bruce, and MidAmerican filed notices of appeal of the proposed decision. Consumer Advocate requested the opportunity to brief the issue. Paragraph 199 IAC 7.8(2)"c" allows responses to a notice of appeal to be filed. In this instance, though, all parties have appealed the proposed decision and, therefore, the Board finds responses are not necessary.

Pursuant to paragraph 199 IAC 7.8(2)"d," the Board must issue a ruling on the issues to be decided on appeal within 20 days of the date of the proposed decision of the presiding officer. The issues to be addressed by the parties in briefs and considered by the Board are set out below.

ISSUES FOR CONSIDERATION ON APPEAL

1. Does 199 IAC 20.3(13) only permit a contract between a utility and a customer for a nonrefundable contribution in aid of construction (CIAC) if the nonrefundable CIAC is "more favorable" to the customer than a contract for a refundable advance for construction?

2. If the answer to Question 1 is affirmative, does the evidence show that the nonrefundable advance contract was less favorable to Mr. Bruce than a refundable CIAC contract would have been?

3. Does subrule 199 IAC 20.3(13)"c" limit refunds from a CIAC contract to service line extensions to the customer's distribution line extension?

4. What is the correct calculation of a refund based upon the evidence presented in this case? Provide cites to the record of all dollar amounts used in the calculation.

The Board will allow the parties to file briefs concerning the issues the Board identified as issues to be decided on appeal. No oral argument has been requested. Additionally, the Board reserves the right to address any additional issues it finds to be relevant in consideration of the appeal of the proposed decision.

ORDERING CLAUSE

IT IS THEREFORE ORDERED:

Briefs addressing the issues to be decided by the Utilities Board on appeal, as described in this order, may be filed on or before July 15, 2003.

UTILITIES BOARD

/s/ Diane Munns

/s/ Mark O. Lambert

ATTEST:

/s/ Sharon Mayer
Executive Secretary, Assistant to

/s/ Elliott Smith

Dated at Des Moines, Iowa, this 12th day of June, 2003.